



CREDIT APPLICATION

DATE: _____

BUSINESS INFORMATION

Customer Name: _____

Address: _____ City, State & ZIP: _____

Telephone: _____ Fax: _____

Federal ID Number: _____ Years in Business: _____

Accounts Payable Contact Name: _____

A/P Telephone: _____ A/P Fax: _____

A/P Email Address: _____

TYPE OF ORGANIZATION:

Corporation
State of Incorporation: _____

LLC
State of Organization: _____

Sole Proprietorship

Partnership

LIST OF CORPORATE OFFICERS, PARTNERS OR MEMBERS

Name: Title: Address: Social Security Number:

Has the company or any of the individuals listed above been a debtor in a bankruptcy proceeding? _____

Has any judgment ever been entered against the abovementioned company or individuals listed? _____

Are there any legal actions or arbitrations pending against the company or individuals listed above? _____

If you answered yes to any of these questions, please explain on a separate sheet of paper.



BANK REFERENCE

Bank Name: _____
Address: _____ City, State & ZIP: _____
Account Number: _____
Contact Name: _____
Telephone: _____ Fax: _____
Email Address: _____

TRADE REFERENCES

Company Name: _____
Address: _____ City, State & ZIP: _____
Contact Name: _____
Telephone: _____ Fax: _____
Email Address: _____

Company Name: _____
Address: _____ City, State & ZIP: _____
Contact Name: _____
Telephone: _____ Fax: _____
Email Address: _____

Company Name: _____
Address: _____ City, State & ZIP: _____
Contact Name: _____
Telephone: _____ Fax: _____
Email Address: _____

Company Name: _____
Address: _____ City, State & ZIP: _____
Contact Name: _____
Telephone: _____ Fax: _____
Email Address: _____

FORM COMPLETED BY:

Signature: _____
Printed Name: _____
Title: _____ Date: _____



ROWEN CONCRETE STANDARD TERMS AND CONDITIONS

Contract. This credit agreement and all subsequent documents are premised upon the terms herein set forth, and Rowen Concrete does not agree to any other terms.

Rowen Concrete Standard Terms and Conditions are the only terms and conditions of sale and credit and cannot be verbally changed by an employee of Rowen Concrete or superseded by any quotation, purchase document or invoice issued by Rowen Concrete, even if material is shipped on the quotation, purchase document or invoice. Changes can only be made in writing and signed by the president of Rowen Concrete.

If a Purchaser is a corporation, LLC or partnership, the undersigned hereby covenants and warrants that the Purchaser is in good standing and duly qualified to do business in the state in which it was incorporated or organized and the state to which the delivery is made by Rowen Concrete, and that the undersigned is an officer, member or partner of the Purchaser and duly authorized to sign and execute this Agreement on behalf of the Purchaser and that credit information provided herein is true and correct.

Payment terms are NET 30 DAYS from date of delivery.

Rowen Concrete reserves the right at any time to terminate any preexisting credit agreement and to require full payment upon delivery.

Rowen Concrete reserves the right to apply a 1% finance charge per month (annual rate 12%) on unpaid balances outside terms as stated. Nothing shall deem to waive Rowen Concrete's right to receive payment in full within 30 days of delivery or upon delivery if requested.

Signature of Purchaser's representative on a delivery ticket constitutes Purchaser's agreement to pay promptly for that delivery.

Purchaser will be charged extra for additional items and services such as: admixtures, special materials, such as fibers and ice refrigerants, winter operations, loads under six cubic yards, tolls, waiting time, plant openings outside of regular delivery hours, etc. This list is not meant to be an all-inclusive list of items. Other costs may be charged.

Any sales tax that is or may be levied by Federal Government, State of Maryland or any other state or local government organization are to be paid by the Purchaser. Sales tax is not included in Rowen Concrete's price quotes and is applicable unless exempted by state law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received from Purchaser prior to commencement of the project.

If the Purchaser fails to supply a Tax Exempt Certificate, Rowen Concrete, Inc. will not issue credits for the taxes billed on invoices prior to the Purchaser's Tax Exempt Certificate being on file with Rowen Concrete.

Purchaser authorizes Rowen Concrete and/or its legal representatives to make, at any time, before or after the execution of this agreement, any investigation necessary to evaluate the credit worthiness of the customer or guarantors, including, but not limited to the following: obtaining credit reports from any bureau and contacting credit references. Purchaser further agrees to provide any information requested by Rowen Concrete about the job, including but not limited to: location, owner, general contractor and bond information.

If Purchaser does not already have an account with Rowen Concrete, a Credit Application must be made in written form at least 72 hours prior to the delivery of materials. Dispatchers are not authorized to open new accounts.

In the event that Rowen Concrete uses an attorney(s) or other outside organization for the purpose of collecting payments owed by Purchaser, the Purchaser agrees to pay on demand all costs of collection including, but not limited to court costs, private process service fees, expert witness fees, discovery expenses, and attorney fees.

All payments received from Purchaser and/or guarantors shall be applied first to outstanding costs of collections, second to accrued service charges and then to the principal balance owed by customer. Rowen Concrete is entitled to the service charges and cost of collection whether or not such charges or costs appear on the Purchaser invoice.

Delivery All delivered prices are based on delivery to the curb only. The seller is not responsible for personal injury or property damage when asked to drive off public roadways. Extra costs required to get in and/or out of the job site will be passed onto the Purchaser.

ROWEN CONCRETE STANDARD TERMS AND CONDITIONS (continued)

Any damage or work caused by appurtenances, including but not limited to driveways, stumps, buried concrete slabs, footings, field systems, utilities, overhead wires, or cables which are not accurately marked on the job site will become an extra charge to the Purchaser over the quoted price. Wrecker service incurred on the jobsite will be at the Purchaser's expense.

Purchaser has sixty (60) minutes to discharge ready mix concrete from mixer truck from the time the mixer truck arrives at the jobsite. After sixty (60) minutes, Purchaser will be charged for holding the mixer truck. The cost will be billed in fifteen (15) minute increments.

Purchaser is required to provide a sufficient area for the mixer truck to washout properly on the jobsite.

Notice of pour cancellations must be received the business day prior to the delivery. A minimum charge of \$500.00 will apply to all cancelled pours and includes expenses incurred for the first ready mix truck, batcher and loader operator. For each additional ready mix truck a \$200.00 charge will apply.

Limited Warranty The Seller's warranties are limited to those set forth in these Standard Terms and Conditions. All other warranties are excluded. Seller assumes no liability for ready mix concrete to which materials have been added that were not supplied by Rowen Concrete.

The Seller assumes no liability for ready mix concrete that is poured during weather conditions not recommended for placing ready mix concrete.

The Seller is not responsible for concrete failures attributable to excessive water requested by purchaser/contractor to be added to the mix or by finishing techniques not approved by the American Concrete Institute.

The Seller reserves the right to determine the amount of ice that will be needed to deliver the concrete within mix design specifications.

The Seller is not liable for variations in concrete air content caused by pumping. The risk of variations proven by testing at the truck discharge and at the pump hose discharge will be assumed by the purchaser.

All concrete curing and testing for 28 day strength acceptances must be to ASTM C-31 standards. Additional testing due to low strengths as a result of failures to comply with ASTM Standards shall be at "At Fault Party's" expense. Rowen Concrete reserves the right to adjust material charges dues to cost increases or overruns.

Disputes Any controversy or claim arising out of or related to this agreement and all subsequent documents, or the breach thereof, shall be settled by mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. Any controversy or claim arising out of or related to this agreement and all subsequent documents, or the breach thereof, that fails to reach a settlement by mediation shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof. Mediation and arbitration may be commenced and conducted concurrently, but the conclusion of the mediation must precede any evidentiary hearing in the arbitration. The locale of arbitration shall be Baltimore, Maryland.

In the event that Rowen Concrete uses an attorney(s) for the purpose of collecting outstanding payments owed by Purchaser, the Purchaser agrees to pay on demand all costs of collection including, but not limited to court costs, private process service fees, expert witness fees, discovery expenses, and attorney fees equal to 35% of the outstanding balance due by Purchaser.

This agreement and the rights and liabilities of the Purchaser and Rowen Concrete, hereunder shall be governed and determined in accordance with Maryland law.

Agreed to by (Company Name): _____

Rowen Concrete, Inc.:

Signature _____

Signature _____

Date _____

Date _____

Printed Name _____

Printed Name Martha Marmo-Fernandes

Title _____

Title President